

AMS/FAST CHANGE REQUEST (CR) COVERSHEET

Change Request Number: 17-11

Date Received: December 15, 2016

Title: AMS Real Property Guidance Updates to Sections 8.4 and 8.6

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Policy and Guidance: (check all that apply)

- ☐ Policy
- ☐ Procurement Guidance
- ☒ Real Estate Guidance
- ☐ Other Guidance
- ☐ Non-AMS Changes

Summary of Change:

These are updates to be made to AMS Real Property Guidance

8.4 Forms & Documentation

Updated to bring into compliance with OMB A-45 by moving part of section from 8.6 to 8.4.

8.6 Housing Administration

Updated to bring into compliance with OMB A-45 by moving part of section from 8.6 to 8.4.

Reason for Change:

8.4 Forms & Documentation

Updated to bring into compliance with OMB A-45 by moving part of section from 8.6 to 8.4.

8.6 Housing Administration

Updated to bring into compliance with OMB A-45 by moving part of section from 8.6 to 8.4.

Development, Review, and Concurrence: AGC-520, ALO-200, WLSA, ELSA, CLSA

Target Audience: Real Estate Contracting Officers

Briefing Planned: No.

ASAG Responsibilities: None.

Section / Text Location:

AMS Guidance Section 8.4 Oversized/Inadequately Sized Composition Form

AMS Guidance Section 8.6 Housing Administration

The redline version must be a comparison with the current published FAST version.

☒ I confirm I used the latest published version to create this change / redline

or

☐ This is new content

Links:

<http://fast.faa.gov/archive/v1607/docs/realEstateGuidance/RealEstate8.4.pdf>

<http://fast.faa.gov/archive/v1607/docs/realEstateGuidance/RealEstate8.6.pdf>

Attachments: Redline and final documents:

Other Files: None.

Redline(s):

Section Revised: 8.4 Forms & Documentation

Real Estate Guidance - (~~10/2016~~1/2017)

[8.4 Forms & Documentation](#) Revised ~~10/2016~~1/2017

8.4 Forms & Documentation Revised 10/2015/2017

This section provides a description of all mandatory forms applicable to the use and occupancy of FAA housing. These forms apply to both owned and leased housing. Copies of these forms may be found in the Real Estate Templates section of AMS or are generated directly from the iQMIS software. All other pertinent documentation will be maintained by designated ARC Point of Contact (POC) and ATO POC.

Inspection & Inventory Form is used for Move-In and Move-Out Inspections as well as any other Inspections required. This form must be on file for each tenant.

Government Housing Assignment Agreement (DI form 1881) is generated by iQMIS and is required to be signed by each tenant and the Government's Housing Representative (Housing COR) at Move-In. The DI-1881 shall be updated following surveys and rental adjustments.

Government Housing Tenant Rent Notice (DI form 1882) is generated by iQMIS and is required to be signed by each tenant at move-in, and following surveys and rental adjustments.

FAA Payroll Deduction for Rent of Employee Housing Request and Authorization Form is generated by iQMIS, certified by the Tenant Manager, and is transmitted to the HR Payroll Liaison Specialist (PLS) when an employee moves-in, moves-out, and following surveys and rental adjustments (only used when the FPPS/iQMIS interface is in blackout status or off-line).

FAA Application for Government Housing is used to request occupancy of Government Quarters and to document the number of occupying dependents and their relationship to the Government sponsor (Tenant employee).

Housing Work Request Form is used to track all repair, maintenance, upgrades, or the addition of other improvements to employee housing.

Dwelling Unit Clearance Form is used upon Move-Out Inspection to document that the tenant has complied with the Terms of Occupancy Agreement and that no assessment of charges is required for restoration of quarters beyond normal wear and tear.

Oversized/Inadequately Sized Unit Composition Form is used ~~if only in the only event if~~ housing ~~unit available at the time of occupancy is~~ limited to one that of the following inappropriately sized units:

- a. Oversized: The only available unit has more space than required by the employee's circumstances (i.e., an oversized composition housing and there is no commercial rental market available in the area.
- b. Inadequately Sized: The only available unit has less space than required by the employee's circumstances and if there is no commercial rental market available in the area.

In such ~~cases~~ cases, the tenant must sign the Oversized/Inadequately Sized Unit Composition Form stating he/she will relocate at their own expense, to an appropriately sized unit if and when one

becomes available; and if the tenant chooses to decline the relocation, they will agree to pay the full rental rate of their current unit. The ATO District Manager must sign and date the form. The ATO District Manager may also recommend an adjustment amount (0%-10%) to compensate for the improper size. A signed copy is sent to the Tenant Manager for retention. The Tenant Manager will notify the iOMIS Manager to issue the adjustment effective the date of the ATO District Manager signature.

No Phone Available Certification Form is used to document inadequate phone service at the housing unit. Form should be updated each time a new tenant initially checks in to the unit and annually thereafter.

Federal Tenant Brochure and CPI Adjustment Memorandum are provided to each employee when he/she checks in to housing and annually thereafter for the duration of occupancy. This document provides detailed information on the process of setting rental rates. In addition the Federal Tenant Brochure, includes points of contact, and the appeal rights of tenants.

Other Related Housing Documentation:

- ☐ **Real Estate File Checklist**
- ☐ **Inspections**
- ☐ **Correspondence**
- ☐ **Investigations of Tenant Damage to Quarters & Bills of Collection**
- ☐ **Rental Documentation**
- ☐ **Miscellaneous**

Section Revised: 8.6 Housing Administration

Real Estate Guidance - (~~10/2016~~1/2017)

[8.6 Housing Administration](#) Revised ~~10/2015~~1/2017

8.6 Housing Administration Revised 10/2015/2017

This section describes the basic standards and guidelines FAA has established for the day-to-day management and administration of the FAA housing program. These standards and guidelines may be supplemented by Service Areas in order to ensure effective housing management.

A. Day-to-Day Operation

On-site housing management functions will be performed by the ATO Employee appointed as the Housing COR. In addition to the roles and responsibilities cited in Section II, housing management functions include:

1. Administration and assignment of FAA housing, maintenance of records, and the development and implementation of additional rules and policies pertaining to tenants as necessary.
2. In coordination with ARC/ALO/ATO, the ATO employee on-site shall establish a schedule of, and guidelines for, periodic on-site inspection of FAA quarters and related buildings, grounds, streets, and utility systems for livability and appearance.
3. The Housing COR shall ensure that appropriate Fire/Life Safety inspections occur on a regular basis.

B. Standards for Occupancy

1. Subject to the availability of appropriate and adequate housing in a particular geographic location, family size and composition will govern the assignment of quarters. If there is only an oversized/inadequately sized ~~composition~~ housing unit available at the time of occupancy and there are not commercial rental market in the area, the tenant ~~must sign~~ can submit the Oversized/Inadequately Sized Composition Form ~~stating he/she will relocate for an appropriately sized unit if and when one becomes available. Local managers will certify a room as being locked only when such rooms can be locked physically and made inaccessible to the tenant. When conditions exists that would otherwise authorize management to lock rooms, but locking rooms is infeasible technically, the ATO District Manager may authorize the ALO Tenant Manager to utilize an administrative reduction of space of 1% to 10% based on family size, composition, and availability of appropriately sized quarters. ATO District Managers will specify the reduction amount and approve such amount using the Oversized/Inadequately Sized Composition Form found in the described in AMS and templates.8.4.~~
2. The following standards will be applied by ARC, ATO, and ALO in determining adequate size when utilizing the oversized/inadequately sized composition form: the minimum size for a single individual is one bedroom and one bath; the minimum size for a family of two individuals (this can be employee and spouse or two unrelated individuals) is two bedrooms and one bath; each unrelated adult should have a bedroom and a bath if one is available.

3. Regular occupancy of permanent housing will be restricted to the assigned employee and his immediate family. Rotational and Transient (RTH) housing units may only be occupied by the employee while on official business; dependents are not authorized in RTH housing. Request to house persons in permanent quarters other than the employee and his immediate family will be considered by ARC, ALO and ATO on a case by case basis, provided that the employee submits the required documentation supporting the request. (See Terms of Occupancy Agreement for further information.)
4. It is not FAA's intent to assign housing to non-FAA employees, but rather to utilize FAA's housing inventory effectively for its own employees. In the event that occupancy by non-FAA personnel is requested, a reimbursable agreement that meets all of the requirements in AMS must be executed by the parties and submitted with the request.

C. Instructions to Tenants

Tenants will be provided written instructions regarding occupancy (see Government Housing Assignment Agreement DI form 1881), which shall include the following:

1. While occupying FAA housing, Tenants will conduct themselves at all times in a manner that reflects positively on the tenant and the Government.
2. Owners of pets will ensure that pets are not a nuisance and do not create unsanitary conditions in and around quarters. Non-domesticated and exotic pets are not permitted in FAA housing. Pets are not permitted in Rotational and Transient (RTH) quarters unless they are Service Animals. Premises are subject to inspection anytime. At the time of inspection, the FAA can determine whether the pet has damaged the premises beyond what would be considered normal wear and tear. If this determination is made, tenant is expected to remediate the condition within 10 days at their own expense. After 10 days, the ATO manager or Housing COR will return to verify remediation. If the condition has not been remediated, the ATO manager has the authority to perform such remediation and contact the tenant for payment (Reference C(1) and Section F of 8.6 for additional information).
3. Tenants will keep the unit and grounds clean, sanitary, and orderly, and will do nothing to lay waste to the property.
4. Any loss or damage to water pipes, toilets, drains, electrical devices, fixtures or other Government property will be reported by the tenant to his ATO manager immediately.
5. Tenants are prohibited from assigning or subletting any part or portion of the premises.
6. Tenants of permanent housing units may invite relatives and close friends as house guests for visits of up to 30 days in any twelve month period. Extended visits in excess of 30 days must be approved in writing by the ATO Manager and the tenant (employee) will be required to update their FAA Application for Government Housing Form to include the guest. The approval process shall evaluate factors such as the duration of the employee's assignment, employee morale, community impact, cost, and other pertinent factors.

7. In other than exigent or emergency circumstances, tenants will permit the FAA, its agents or employees, to enter the premises upon appropriate notification, at reasonable hours in order to inspect the premises, make repairs, or take such other action as may be necessary and reasonable. In the event of such emergency or exigent circumstances, the Government may enter the housing unit without prior notice and may inspect it and undertake all actions it determines necessary.
8. Tenants will report any change in marital status or family composition to the Housing COR who will require the tenant (employee) to update his/her FAA Application for Government Housing Form, who will notify the Service Area Tenant Manager. Such change in marital status or family composition may affect the tenant's eligibility for continued use and occupancy of the premises.
9. Tenants, members of their household, and guests will comply with all statutes, rules, regulations, and policies promulgated with respect to Government/FAA provided housing, to include granting access to FAA management and maintenance personnel.
10. Tenants will be personally responsible and liable for all damage to and/or loss of Government property caused by the intentional or negligent acts or omissions of the tenant, members of the tenant's household, the tenant's agents, the tenant's pets, and/or invited guests. The tenant may also be subject to disciplinary action, up to and including termination of employment.
11. Tenants will not make any alterations to the premises or the equipment contained therein without prior written approval of the ATO Manager, and then only subject to the limitations and conditions under which approval is granted.
12. Tenants on extended leave or temporary duty at another location will continue to be charged for quarters and related facilities unless permitted to vacate quarters for occupancy reassignment for the duration of such leave or temporary duty. For purposes of this provision, the duration of the extended leave or temporary duty cannot be not less than sixty (60) days.
13. No method of heating or cooling other than as supplied by FAA or the Lessor will be used by the tenant without the advanced written approval of the ATO Manager.
14. Tenants will not use or keep hazardous, flammable or explosive materials on the premises, except those items normally found in private residences, such as cigarette lighter fluids or cleaning fluids.

D. Rental Rates and Collections

Rent calculations for payroll deductions are calculated using the QMIS, developed and maintained by the Department of Interior (DOI) through the National Business Center (NBC). This system is used to establish rental rates for all civilian employee residential

quarters throughout the Government. The policies and procedures for establishing rents are detailed in OMB Circular A-45.

For additional information, visit the [NBC](#) website.

1. Rent Collections will be coordinated by the ALO Tenant Manager through the Payroll Liaison Specialist (PLS) in the Service Area or automated FPPS/iQMIS interface.
2. The effective dates for commencing and terminating billings for the collection of rent and related charges will normally be the same as the premises' assignment dates and termination dates in iQMIS, respectively, which are documented on the Federal Aviation Administration Payroll Deduction for Rent of Employee Housing Request and Authorization Form generated by the iQMIS and transmitted to the PLS.
3. In FAA leased Housing, the FAA is the Lessee and the Property Owner/Manager is the Lessor of the unit. The unit is assigned to an employee/occupant who is considered the assignee. The rental paid by the employee to the FAA via payroll deduction on a bi-weekly basis is based on the DOI QMIS process, which takes into account information such as physical characteristics of the unit assigned (i.e. size, age, appliances, services, etc.), employee eligibility (e.g. dependents), and other information about the unit itself.
4. Base rental rates are subject to change based on annual Consumer Price Index (CPI) revisions provided by the DOI QMIS process. The "baseline" regional rental survey usually is conducted by DOI every four years. The tenant will be notified in writing at least 30 days in advance of any CPI or "baseline" rental survey rent adjustment. A new Terms of Occupancy Form will be required when rates are revised pursuant to a "baseline survey." The tenant will pay the annual applied CPI adjustments without the need for a new Agreement to be executed.
5. Temporary adjustments to the rental amount and temporary housing may be approved as necessary due to lack of basic necessities, damage to units, etc., resulting from natural disasters or other causes as approved by the Tenant Manager and coordinated with the iQMIS Quarters Manager.
6. Any change in marital status or family members living with tenant shall be reported promptly by the tenant to the COR by submitting a revised FAA Application for Government Housing, which will be submitted to the Service Area Tenant Manager.

E. Appeal of Rental Rates Adjustments

1. FAA employees may appeal their rental rate after an Annual Rental Market Survey or CPI Adjustment, but only if they submit their "Request for Reconsideration" within thirty (30) days of notification. In addition, new market based rents must be disputed in the year the survey is implemented. Tenants should submit documentation with their request for reconsideration to

their ALO Tenant Manager who will forward through the LSAM to the National Housing Office.

F. Liability for Loss or Damage

1. In lieu of a security deposit, tenants will be held financially responsible and subject to disciplinary action, for loss or damage to FAA quarters, furnishings, and equipment, resulting from their negligence or willful misconduct and will be required to pay for all repairs, restoration or replacement (normal wear and tear, acts of God or the elements, excepted). Refer to FAA Order 3750.A, Conduct and Discipline, Section 205. The Housing COR will conduct the final checkout inspection to determine if any damages are found.
2. If disciplinary action is required or contemplated, the matter will be referred through appropriate supervisory channels for further action.
3. If pecuniary liability is assigned to the employee, the following will apply:
 - o Charges will be assessed for the cost of repair or replacement, less a reasonable allowance for depreciation or salvage value, as appropriate, when the tenant agrees to voluntary restitution. The tenant and Payroll Liaison Specialist will be notified by the Tenant Manager in writing of the charges to be assessed within 60 days of the reported loss or damage.
 - o When the tenant does not agree to voluntary restitution, the matter will be referred to the LSAM for the required coordination and further action. Notice will be given to the tenant of the action to be taken. In the meantime the rent charges will continue via payroll deductions until such assessed damages are collected resolved and Dwelling Unit Clearance Form is issued.
4. Damaged Government-owned household furnishings and equipment will, in all cases, be retained by the Agency until it has been determined by the surveying Property Management Officer that it is no longer needed for investigative purposes. Unless a determination is made to repair and retain the damaged articles in service, such damaged property, or salvage, will be disposed of as provided in accordance with the FAA Process and Procedure Guide, Utilization and Disposal of Excess and Surplus Personal Property.

G. Household Furnishings

1. Government provided household furnishings in quarters shall not be removed by tenant or replaced by privately owned furnishings. In instances where special or custom furniture-- e.g. a bed-- is required for health conditions (obesity is a health condition) , permission must be obtained in advance and in writing from ATO Manager and arrangements for storage of the provided furniture must be made with the COR. A furniture inventory will be conducted upon check-in (move-in) to the housing unit.
2. In leased units, since FAA enters into real estate lease contracts with various and multiple owners, the leased premises may or may not include furnishings. In such case, the tenant will be required to provide furniture.

3. Waterbeds are prohibited.
4. Any storage of personal furnishings will be at the occupant's expense.
5. Tools and equipment for grounds care may be made available on loan by the ATO manager to the extent that the tenants are unable to procure items locally. Normally, ATO is responsible for grounds maintenance.

H. Property Inspection

FAA owned or controlled housing units will be inspected whenever there is a change of tenants (move-in/move-out) and at such other times as necessary.

- ☐ Occupants will be notified at least 24 hours in advance of the inspection.
 - ☐ Results of the inspection will be documented.
 - ☐ The Housing COR and other appropriate ATO representatives will take appropriate actions to correct any reported deficiencies.
1. Initial Inspection of housing assignments will be preceded by a detailed inspection by the Housing COR or their representative and tenant. Occupancy of permanent housing shall not begin until the Inspection & Inventory Form and Government Housing Assignment Agreement (DI form 1881) is signed by all parties. The original forms will be kept by the Housing COR and copies sent to the Tenant Manager and a copy given to the tenant.
 2. Routine Inspections shall be conducted by the appropriate ATO Manager or designee prior to initial occupancy and not less than annually to determine the condition of Government-provided furnishings/ appliances, and to ascertain the general overall appearance and condition of the quarters, grounds, and structures. An Inspection & Inventory Form shall be completed or updated as necessary during inspections.
 3. Final inspection will be conducted within 7 days of vacating of the premises by the employee and prior to issuance of a Dwelling Unit Clearance Form. Please see prior section- Liability for Loss or Damage-- for further information regarding collection of rents and issuance of the Dwelling Unit Clearance Form.
 4. If multiple inspections of the premises are required (i.e. Fire, Life, Safety, general inventory/inspection, etc.), they should be coordinated between the appropriate personnel to minimize impact on tenant.

I. Termination of Housing Assignment

1. The Housing COR or ATO Manager will notify the ALO Tenant Manager when housing assignments are changed within Five (5) days of the date the Manager knew of the change.

2. The tenant shall provide written Notice of Intent to Vacate permanently assigned housing at least 30 days in advance of terminating occupancy of the premises. The vacating date will be noted on the Inspection & Inventory Form and Terms of Occupancy Agreement. A Dwelling Unit Clearance Form will not be issued until all outstanding obligations have been met by the tenant. Rent deductions will continue until this form is issued.
3. The tenant may be subject to eviction from the assigned housing if tenant does not observe and comply with the established rules and regulations or violates the Terms of Occupancy Agreement. Eviction action will be initiated only with the approval of the Service Area Housing Oversight Committee. Action recommended under this provision will include full documentation setting forth:
 - o Reason(s) for recommended tenant eviction;
 - o Proof that the tenant had previously been furnished a written copy of rules and regulations concerning occupancy at the time quarters were assigned;
 - o Documentation establishing that appropriate humanitarian consideration has been given to the effects of the eviction on the tenant and his family; and
 - o Other supporting information having a direct bearing on the case.
4. Tenants whose employment is terminated by FAA will vacate assigned housing at the ATO Manager's discretion, not to exceed 14 calendar days after the effective date of the termination notice. Individuals who remain in Government housing after they are no longer employees must make arrangement to pay the daily rental rate for the housing unit. The local ATO Manager approving the occupancy is responsible for contacting the ALO Tenant Manager for the daily non-federal rental rate and collecting any rent owed to the Government.

J. Transient Quarters

Housing units set aside for the use of employees on temporary duty are subject to all of the applicable regulations set forth in the Acquisition Management System. In addition:

1. Linen, cleaning, and janitorial service will be provided by the FAA to the extent possible and subject to the availability of appropriated funds.
2. Household kits (dinnerware, utensils, pots and pans, coffee maker, etc.) are to be provided in units for temporary occupancy.
3. The employee's per diem does not include lodging.
4. Employees utilizing transient housing are required to complete the Transient Housing Occupancy/Vacancy Request form. The form shall be forwarded to the ALO Tenant Manager after occupancy to determine length of stay.
5. Dependents and guests are not authorized in transient quarters.

K. Excess Housing

ATO will notify ARC to request the disposition of real property. The RECO has the authority to dispose of airport and airway properties. The process of disposition of housing begins when the RECO receives a copy of the Real Property Disposal Report in accordance with Real Property Guidance, Section 5.
